

# EXHIBIT A

# **STOCK PURCHASE AGREEMENT**

## **American Diversified Holdings Corporation ("ADHC")**

This **Stock Purchase Agreement** (the "Agreement") is made and effective. *6/6*, 2019

**BETWEEN:** **Ernest B. Remo** (the "Assignor"), owner of Controlling Interest and Control Shares of **American Diversified Holdings Corp.**, A Company Incorporated under the laws of Nevada, quoted and trading on the OTC Market under the Symbol "ADHC" (Hereinafter referred hereafter to as "Assignor").

**AND:** **Saveene Corporation**, a privately held Florida corporation existing under the laws of Florida (Hereinafter referred to hereafter as the "Assignee").

### **RECITALS**

**WHEREAS**, the Assignor is the record owner and holder of the Control Shares and the Controlling Interest (Control Stock) of the Company, **American Diversified Holdings Corp. ("ADHC")**, a Nevada company, and,

**WHEREAS**, the Assignee desires to acquire said Control Stock, and the Assignor desires to assign said Control Stock, upon the terms and subject to the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the transfer of the Company's Control Stock aforementioned, it is hereby agreed as follows:

### **1. TERMS AND SALE**

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Assignor shall sell, convey, transfer, and deliver to the Assignee certificates representing such Control Stock, and the Assignee shall acquire from the Assignor the Company's Control Stock in consideration of the acquired price set forth in this Agreement. The certificates representing the Company's Control Stock shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with signatures guaranteed in the customary fashion, and shall have all the necessary documentary transfer tax stamps affixed thereto at the expense of the Assignor. The closing of the transactions contemplated by this Agreement ("Closing"), shall be held at offices located at 224 Datura St. Suite 1015 West Palm Beach, FL. 33401, and in part by electronic means.

### **2. CONSIDERATION**

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

### **3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR**

*AZ*

Assignor hereby warrants and represents:

A. Organization and Standing. Company is a company duly organized, validly existing and in good standing under the laws of Nevada, and Assignor, has the power and authority to carry on said business as it is now being conducted.

B. Restrictions on Stock:

- i. Assignor is the lawful owner of the Control Stock, and Controlling Interest of **American Diversified Holdings Corp. ("ADHC")**, free and clear of all security interests, liens, encumbrances, equities and other charges.
- ii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

#### **4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR AND ASSIGNEE**

Assignor and Assignee hereby represent and warrant that there has been no act or omission by Assignor, Assignee, or the Company which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

#### **5. Entire Agreement**

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

#### **6. Sections and Other Headings**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### **7. Governing Law**

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of FLORIDA, USA. The parties herein waive trial by jury and agree to submit to the jurisdiction and venue of a court located in FLORIDA, USA

#### **8. ATTORNEY'S FEES**

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

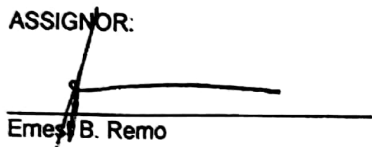
[SIGNATURE PAGE FOLLOWS]



## Signature Page


IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

ASSIGNOR:

  
Ernest B. Remo

Date: June 6, 2019

ASSIGNEE:

  
Saveene Corporation

Date: 6.6.19

## **Exhibit A**

**ERNEST B. REMO (EBR) WILL TRANSFER HIS OWNERSHIP OF 100,000 SHARES OF CONTROL PREFERRED SHARES IN ADHC TO SAVEENE YACHTS (SAVEENE) IN EXCHANGE FOR THE FOLLOWING:**

- 1. ANNOUNCE A STRATEGY TO COMPLETELY REINVENT ADHC AND BRING IN A NEW MANAGEMENT TEAM, ENTER INTO AN LOI WITH SAVEENE AND UPON EXECUTION OF THE LOI, MANAGEMENT OF ADHC AGREES NOT TO ISSUE ANY PRESS RELEASE OR ANY OTHER COMMUNICATION IN THE PUBLIC DOMAIN. ADHC WILL THEN FILE REQUIRED DISCLOSURES WITH OTC MARKETS, AN 8K WITH THE SEC AND THEN A PRESS RELEASE.**
- 2. THE EXISTING MANAGEMENT AND PREFERRED SHAREHOLDER AND DIRECTOR WILL RESIGN ON THE DAY OF THE CLOSING OF THE TRANSACTION**
- 3. THE EXISING MANAGEMENT AGREES TO RESCIND THE PREVIOUS TRANSACTIONS AGREED TO, SPECIFICALLY, BRAZOS AND THE HEMP BUSINESS AND RETURN 160 MILLION SHARES PREVIOUSLY ISSUED TO THE CORPORATE TREASURY**
- 4. UPON CLOSING THE TRANSACTION, NEW MANAGEMENT WILL EMBARK ON A STOCK AWARENESS PROGRAM DESIGNED TO ENHANCE SHAREHOLDER VALUE AND TO PREPARE FOR A RULE 144A FINANCING FOR THE COMPANY**
- 5. IN EXCHANGE FOR RETIRING THE ADHC DEBT OWED TO REMO, NEW MANAGEMENT WILL ISSUE 60 MILLION SHARES OF RULE 144 STOCK TO REMO REPRESENTING 9.6% OF THE PRO FORMA SHARES ON A NON-DILUTIVE BASIS. ADHC WILL FILE A FORM 13G WITH THE SEC SHOWING REMO AS A 9.9% SHAREHOLDER.**
- 6. ON OR BEFORE THE CLOSING DATE CURRENT MANAGEMENT WILL NOTIFY ACTION STOCK TRANSFER AND THE STATE OF NEVADA OF THE NEW MANAGEMENT STRUCTURE AND CONTROL SHARE TRANSFER**
- 7. CURRENT ADHC MANAGEMENT AND ITS CHAIRMAN WILL EXECUTE A PARTNERSHIP AGREEMENT WHEREBY ADHC WILL HAVE A 60% CONSOLIDATION OR CONSOLIDATOR RIGHTS TO SELL FRACTIONAL YACHTS FOR [www.saveene.com](http://www.saveene.com) UNDER IT OWN PRIVATE BRAND AND NAME**

*Handwritten signature and initials "AZ"*

8. EBR AGREES TO SERVE AS A CONSULTANT TO THE COMPANY FOR A PERIOD OF 120 DAYS POST CLOSING TO ASSIST WITH A PROPOSED REVERSE SHARE SPLIT AND LOGISTICAL MATTERS. THE REVERSE SHARE SPLIT WILL BE .03 PER SHARE.

**THE BUYER AGREES:**

1. IMMEDIATELY UPON CLOSING OF THE TRANSACTION TO CREATE AND RELEASE A WEBSITE SIMILAR TO [www.saveene.com](http://www.saveene.com) WHICH WILL BE THE ADHC COSOLIDATOR PORTAL. SEE [HTTPS://AMERICANDIVERSIFIEDHOLDINGS.COM](https://AMERICANDIVERSIFIEDHOLDINGS.COM).
2. THE BUYER WILL REPORT ALL REVENUES EARNED THROUGH THE CONSOLIDATOR PORTAL TO ADHC AND ITS SHAREHOLDERS VIS OTC MARKETS
3. THE BUYER AGREES TO FILE A REGULATION A+ REGISTRATION STATEMENT WITH THE SEC AND NAME EBR AS A SELLING SHAREHOLDER FOR THE 9.6% SHARES ISSUED TO HIM. THIS WILL BE FILED POST REVERSE SHARE SPLIT.
4. THE REG A+ WILL BE FOR A PROPOSED \$3 MILLION WITH FUNDS TO BE USED TOWARDS THE SALE OF EXISTING INVENTORY AND FOR THE PURCHASE OF ADDITIONAL VESSELS

*[Handwritten signature]*